seems to fail. In such a case the loss to the plaintiff is the difference between the contract price and the actual profits, rather than the value of his labor, and that amount he ought to recover. Since the object of the law is to make the injured party whole, it would seem that the true measure of damages in cases of this kind is, the difference between what he would have received under the contract, and the amount that he has earned or might with due diligence have earned elsewhere and which he could not have earned if he had continued in the defendant's service under the contract

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CONCERNING THE SURETY OF A BANKRUPT. — In a recent federal case a creditor had innocently received, by way of preference, part payment of a note which was one of several debts due him. The debtor having become bankrupt, his surety paid the balance due on the note. Though the surety had claims on other debts due to himself, the court ruled that he should pay in the amount of the preference before he could make any proof against the estate, and put no such condition on the creditor. *In re Siegel-Hillman, etc., Co.*, 111 Fed. Rep. 980 (Dist. Ct., E. D. Mo.). The court argues that if the creditor were obliged to refund the preference and accept a dividend from the bankrupt's estate, the surety being solvent would ultimately be obliged to make up to the creditor the full amount of the note, and take a dividend from the estate by way of subrogation. The final result would be the same as if the surety refunded the preference at once, and took his dividend, and since the rights of other creditors would not be affected, the court having equity powers could simplify the means to the end. Section 57 *i* of the Bankruptcy Act provides that if a surety discharge his undertaking to a creditor of a bankrupt "in whole or in part, he shall be subrogated to that extent to the rights of the creditor." This provision is taken to mean that the surety can proceed only by subrogation. Such a suit being in the right of the creditor, the fact that the latter has received a preference, and cannot prove unless it is paid back is a complete defence. *Morgan* v. *Wordell*, 178 Mass. 350. There seems to be no reason, however, for not allowing proof of the surety's other claims in his own right.

But in addition to this it is difficult to see why the court should care whether the creditor or the surety pays back the preference. The court says that if the creditor does so, the debt will not in equity be considered paid, and the original maker, and consequently the surety co-maker, will still be liable. To support this proposition the court cites *Bartholow* v. *Bean*, 18 Wall. 635. That case decided merely that a preference which the trustee in bankruptcy could set aside is not the less void because there is a solvent surety on the obligation. In the principal case, as the court agrees, the creditor cannot be deprived of the preference, which he took in good faith. But if he wishes to prove other claims he must refund it. Section 57 *g*. The court ruled in the course of the opinion that the surety need not turn in the amount of a preference to an innocent creditor, on whose claim also he was bound, but all of whose debts had been paid in full by the preference. These two rulings make the surety's release depend on the accident of the creditor having other claims against the principal debtor, and therefore having a motive for surrendering his preference. It is submitted that such other claims, with which the surety has nothing to do, should not be considered in determining his rights.

Since the payment of the preference was in itself unassailable, it should be considered as having at once discharged the surety *pro tanto*. The justice of the holding as to the creditor who had no other claim is apparent. It seems therefore that as to the amount the principal paid to the other creditor, the surety should be discharged, and so cannot equitably be forced to pay it back and take a dividend. If the preference is not restored by one or the other, the surety, of course, cannot recover the amount he has paid on the debt, and the creditor should not be allowed to prove his other debts. If the money is refunded, proof in both these cases is proper. Who shall make the payment would seem under the circumstances a question for the parties to settle among themselves, and a matter of indifference to the court, supplying therefore no ground for intervention.

CORONERS' VERDICTS AS EVIDENCE IN SUBSEQUENT TRIALS. — The office of coroner, though often stated as dating from the statute of Edward I., is apparently of more ancient origin. 1 POLL. & MAIT., HIST. ENG. LAW, 583. His duties are both ministerial and judicial at common law. 1 Bac. Abr., 6th ed., 756. Of these the chief one is to conduct an inquisition before six jurymen into the causes of the death of persons coming to a violent or sudden end within his jurisdiction. Their verdict must be signed and sealed and handed to the proper authorities. In the old days this verdict was held in cases of suicide, or *felo de se*, to be conclusive against the executor of the deceased. 3 CO. INST. 55. And a verdict of acquittal in favor of one accused by the coroner's jury was not received by the judge unless the jury also found who or what had caused the death of the deceased. 13 Edw. IV. c. 3, pl. 7. Lord Hale, however, was of the opinion that this rule was most unjust, and he practically changed the law, making all findings of an inquisition traversable. 1 HALE, P. C., 416, 417. He cited as authority for this a record in the Exchequer, East 45 Edw. III., where the jury found adversely to the inquisition. A refinement appears later that the finding a deceased not *felo de se* is not traversable, nor a *fugam fecit*, though the affirmative finding is. 1 Wms. Saund. 663. And lunacy and *post mortem* inquisitions are somewhat similarly treated, being considered as good evidence, but not conclusive. *Sergeson* v. *Sealey*, 2 Atk. 411; *Burridge* v. *Lord Sussex*, 2 Raym. 1292.

The modern law draws a distinction between inquisitions of lunacy, of office, etc., and coroners' inquests. The former are generally considered as admissible evidence, but not conclusive. *Stokes* v. *Dawes*, 4 Mass. 268. The principle of their admissibility is apparently that they are matters of public and general interest, and have peculiar guaranties for accuracy and fidelity. GREENL., EV., 15th ed., § 556. One authority considers them similar to judgments *in rem*, in that they are equally admissible against strangers as well as parties, but dissimilar in that they are not conclusive against anybody. 2 TAYL., EV., 6th ed., § 1487. The distinction noted seems clearly tenable on the ground that inquisitions determine *status*, whereas coroners' inquests find facts. The law with regard to the latter proceedings is in square conflict. In civil suits some courts have admitted the verdict in evidence as the result of proceedings of a judicial nature, or as the act of a public officer under official oath and in discharge of a public duty. *Lancaster* v. *Mishler*, 100 Pa. St. 624; *United States, etc., Ins. Co.* v. *Vocke*, 129 Ill. 557. But